

Agreement
Between
the Department of Defense of the
United States of America
And
the Cabinet of Ministers
of the Republic of Azerbaijan
Concerning Cooperation in the Area of
Prevention of Proliferation of Technology, Pathogens and
Expertise that Could Be Used in the Development of
Biological Weapons

The Department of Defense of the United States of America ("Department of Defense") and the Cabinet of Ministers of the Republic of Azerbaijan ("Cabinet of Ministers"), hereinafter referred to jointly as the Parties,

Desiring to implement the Agreement Between the Government of the United States of America and the Government of the Republic of Azerbaijan Concerning Cooperation in the Area of the Counterproliferation of Weapons of Mass Destruction and Defense Activities, dated September 28, 1999 (hereinafter the Umbrella Agreement), as it pertains to the prevention of proliferation of technology, pathogens and expertise that could be used in the development of biological weapons,

Have agreed as follows:

Article I

1. In order to assist Azerbaijan in preventing the proliferation of technology, pathogens, and expertise, located at facilities in Azerbaijan, that could be used in the development of biological weapons, the Department of Defense may provide assistance to the Cabinet of Ministers or its designated implementing agents at no cost, in accordance with the terms of this Agreement.
2. The Cabinet of Ministers and its designated implementing agents shall use all materials, goods, equipment, supplies, technology, training, and services provided in accordance with this Agreement exclusively for the purpose of preventing the proliferation of technology, pathogens, and expertise in Azerbaijan and that could be used in the development of biological weapons.

3. This Agreement and all activities undertaken in accordance with this Agreement shall be subject to the provisions of the Umbrella Agreement. In the event of any discrepancies between this Agreement and the Umbrella Agreement, the provisions of the Umbrella Agreement shall prevail.

Article II

1. Each Party to this Agreement shall have the right, following written notification to the other Party, to delegate responsibilities for the implementation of this Agreement to other organizations, departments, agencies, or units of their respective governments.

2. To coordinate activities under this Agreement, each Party to this Agreement shall have the right, following written notification to the other Party, to designate technical representatives for material, training and services provided pursuant to this Agreement.

Article III

1. The total cost to the Department of Defense of all materials, goods, equipment, supplies, technology, training and services provided pursuant to this Agreement and the associated expenses, including the costs related to the transportation of material and personnel, shall not exceed five [5] million U.S. dollars.

2. Assistance provided by the Department of Defense to the Cabinet of Ministers under Article I, Paragraph 1 may include, but is not limited to, cooperative biological research, biological threat agent detection and response, and assistance for improving biological material protection, control, and accountability in order to reduce the risk of theft or unauthorized use of dangerous pathogens in Azerbaijan.

3. Pursuant to the terms of this Agreement, the Department of Defense may, at its discretion, provide the Cabinet of Ministers with other types of assistance subject to the written agreement of the Parties.

Article IV

1. The Cabinet of Ministers shall assist the Department of Defense during the implementation of this Agreement.
2. The Cabinet of Ministers shall coordinate with appropriate Azerbaijani ministries and other government agencies and organizations in order to ensure that:
 - (a) materials, goods, equipment, and supplies provided under this Agreement are afforded priority processing to allow prompt delivery to its ultimate destination within Azerbaijan; and
 - (b) appropriate security measures are provided for the Department of Defense representatives, contractors, and equipment at those facilities associated with activities under this Agreement.
3. The Cabinet of Ministers shall facilitate the examination by the appropriate Azerbaijani ministries and other government agencies and organizations of all materials, goods, equipment, and supplies, received pursuant to this Agreement and provide confirmation of the acceptability of such material to the Department of Defense within ten [10] days of receipt of the results of such examinations. Material failing to conform to agreed specifications shall be returned, at the expense of the Department of Defense, to the Department of Defense through the Embassy of the United States of America in Baku within thirty [30] days of receipt for replacement.
4. The Cabinet of Ministers or its designated implementing agents shall consolidate and store all dangerous pathogens at designated facilities.
5. The Cabinet of Ministers or its designated implementing agents shall transfer to the Department of Defense requested dangerous pathogens collected in Azerbaijan for prophylactic, protective or other peaceful purposes. The Cabinet of Ministers shall share epidemiological data with the Department of Defense in order for the Parties to better detect, diagnose, and monitor disease outbreaks in Azerbaijan.
6. Dangerous pathogens placed in the designated facilities shall remain there for the duration of the Umbrella Agreement, unless removal is agreed to in writing by the Parties.
7. The Cabinet of Ministers or its designated implementing agents shall cooperate with the Department of Defense annually to develop a plan describing the underlying assumptions, requirements, and responsibilities for each project being undertaken pursuant to this Agreement.

Article V

In addition to the audit and examination rights provided by Article XIII of the Umbrella Agreement, Department of Defense representatives shall have the right to monitor the implementation of terms of contracts and the progress of activities under this Agreement, at facilities on the territory of Azerbaijan.

Article VI

As appropriate, the Parties may enter into additional implementing arrangements or agreements to carry out the provisions of this Agreement. In the case of any inconsistency between this Agreement and any such arrangements or agreements, the provisions of this Agreement shall prevail.

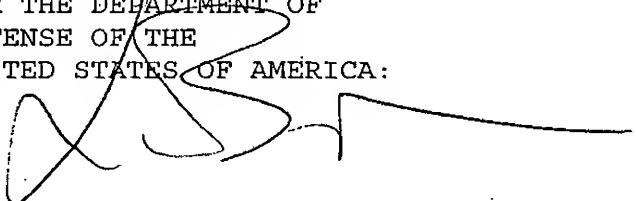
Article VII

This Agreement shall enter into force upon signature and shall remain in force for the duration of the Umbrella Agreement. This Agreement may be amended by the written agreement of the Parties and may be terminated by either Party upon written notification to the other Party ninety [90] days prior to its intention to do so. Notwithstanding the termination of this agreement, the provisions of Article IV, Paragraph 6 of this Agreement shall continue in force for the duration of the Umbrella Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement.

DONE at Washington, this 6 day of June, 2005, and at Baky, this 6th day of May, 2005, in duplicate, each in the English and Azerbaijani languages, both texts being equally authentic.

FOR THE DEPARTMENT OF
DEFENSE OF THE
UNITED STATES OF AMERICA:



FOR THE CABINET OF
MINISTERS OF THE
REPUBLIC OF
AZERBAIJAN:

